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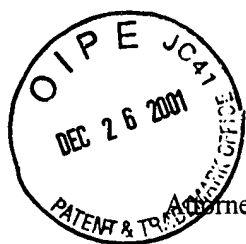
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#3

Attorney's Docket No.: 009785-0130

**United States Patent Application  
COMBINED DECLARATION AND POWER OF ATTORNEY**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name. I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled: SOFTWARE PATCH GENERATOR,

the specification of which:

(a) ☐ is attached hereto,

(b) ☒ was filed on August 27, 2001 as Serial No. 09/940,771,  
for which I solicit a United States patent.

**ACKNOWLEDGMENT OF REVIEW OF PAPERS AND DUTY OF CANDOR**

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose information which is material to patentability as defined in 37 Code of Federal Regulations § 1.56, and which is material to the examination of this application, namely, information where there is a substantial likelihood that a reasonable examiner would consider it important in deciding whether to allow the application to issue as a patent (see last page attached hereto).

**PRIORITY CLAIM (35 U.S.C. § 119)**

I hereby claim foreign priority benefits under Title 35, United States Code, § 119/365 of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed, or a provisional application filed under § 111(b) of Title 35 (35 U.S.C. § 119(b)).

☒ no such applications have been filed.

☐ such applications have been filed as follows.

**FOREIGN/PCT or PROVISIONAL APPLICATION(S) FILED WITHIN 12 MONTHS (6 MONTHS FOR DESIGN) PRIOR TO THIS APPLICATION, CLAIMING PRIORITY UNDER 35 U.S.C. § 119**

| COUNTRY (OR INDICATE IF PCT) | APPLICATION NUMBER | DATE OF FILING<br>(day, month, year) | PRIORITY CLAIMED<br>UNDER 37 U.S.C. § 119                |
|------------------------------|--------------------|--------------------------------------|--|
|                              |                    |                                      | <input type="checkbox"/> YES <input type="checkbox"/> NO |

**FOREIGN/PCT APPLICATION(S) FILED BEFORE THE PRIORITY APPLICATION(S)**

| COUNTRY (OR INDICATE IF PCT) | APPLICATION NUMBER | DATE OF FILING<br>(day, month, year) | DATE OF ISSUE |
|------------------------------|--------------------|--------------------------------------|---------------|
|                              |                    |                                      |               |

**PRIORITY CLAIM (35 U.S.C. § 120)**

I hereby claim the benefit under Title 35, United States Code, § 120/365 of any United States and PCT International application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, § 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application.

| U.S. APPLICATION NUMBER | DATE OF FILING (day, month, year) | STATUS (patented, pending, abandoned) |
|-------------------------|-----------------------------------|---------------------------------------|
| 09/144,666              | September 1, 1998                 | Patented                              |
|                         |                                   |                                       |

**POWER OF ATTORNEY**

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Nicholas A. Kees; Reg. No. 29,552  
Adam L. Brookman; Reg. No. 32,401  
Brian G. Gilpin, Reg. No. 39,997  
William K. Baxter, Reg. No. 41,606  
Denise L. Stoker, Reg. No. 47,111

**SEND CORRESPONDENCE TO:**

William K. Baxter  
GODFREY & KAHN, S.C.  
780 North Water Street  
Milwaukee, WI 53202  
Tel. (414) 273-3500

**DECLARATION**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

**Full Name of First Inventor**

Sergey  
(FIRST NAME)

A.  
(MIDDLE INITIAL OR NAME)

Kryloff  
(FAMILY OR LAST NAME)

Country of Citizenship: Russia

Residence: 10-2 Uchebny Pereulok Street, No. 84, Saint Petersburg, Russia 194354

Post Office Address: Same

Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Full Name of Second Inventor**

Yuri

(FIRST NAME)

(MIDDLE INITIAL OR NAME)

Basin

(FAMILY OR LAST NAME)

Country of Citizenship: U.S.A.

Residence: 405 N. Main Street, Unit G, Thiensville, Wisconsin, 53092

Post Office Address: Same

Inventor's Signature: *Y Basin*

Date: 11/15/2001

**RULE 56** (37 U.S.C. §1.56)

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office. This includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is canceled or withdrawn from consideration, or the application becomes abandoned. Information that is material to the patentability of a canceled or withdrawn claim need not be submitted if the information is not material to the patentability of any of the remaining claims. There is no duty to submit information that is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by 37 C.F.R. §§ 1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

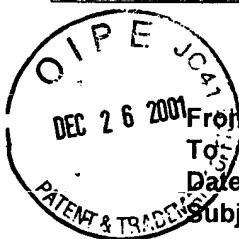
- (1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or
- (2) It refutes, or is inconsistent with, a position the applicant takes in:
  - (i) Opposing an argument of unpatentability relied on by the Office, or
  - (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

- (1) Each inventor named in the application;
- (2) Each attorney or agent who prepares or prosecutes the application; and
- (3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.



From: "Sergey Kryloff" <sergeyk@kryltech.com>  
To: "William Baxter" <Wbaxter@GKLAW.COM>  
Date: 11/8/01 5:34PM  
Subject: Re: Combined Declaration and Power of Attorney and Assignment

Dear Mr. Baxter,

Thank you very much for having faxed me the required documents. I should like to tell you that communication with you brings more and more exciting news! Having read the faxed documents, I must state the following:

1. I was surprised by the appearance of the new application for letters patent entitled "SOFTWARE PATCH GENERATOR", in which the second applicant is Yuri Basin.
2. Having looked it through, I found that this new application nearly repeats the information and examples that I already transferred to Nickolas Kees prior to or/and on May 26, 1998 (see the attachment). I would like to emphasize that the attached document was sent to your lawyer for my ORIGINAL patent application and without any participation of Mr. Basin. Despite the fact that there are some places, in which the new terms such as .ZIP and PKSFX appear, I still see no new invention in this second patent application.
3. I am not going to work with Yuri Basin regarding any form of "continuation-in-part" of my original application filed September 1, 1998.
4. If Yuri Basin is willing to continue the job that I have started and if he is willing to issue any further patent applications, then I insist that these further applications would be based on solely his own ideas, would go solely under his own name, and would NOT be entitled "SOFTWARE PATCH GENERATOR", to which I was and I am the only inventor.

So, I see no reason to sign the ASSIGNMENT document that I received from Mr. Peterson on 11/07/2001.

I should thank you very much once again, Mr. Baxter for having enlightened this issue so promptly!

Yours faithfully,  
Sergey Kryloff

-----Original Message-----

From: William Baxter <Wbaxter@GKLAW.COM>  
To: sergeyk@kryltech.com <sergeyk@kryltech.com>  
Cc: Jim.Peterson@pkware.com <Jim.Peterson@pkware.com>;  
Tim.Kennedy@pkware.com <Tim.Kennedy@pkware.com>  
Date: November 08, 2001 6:55  
Subject: Re: Combined Declaration and Power of Attorney and Assignment

Dear Mr. Kryloff:

Your original Software Patch Generator patent application filed September 1, 1998 has issued as U.S. Patent No. 6,289,509 on September 11, 2001. This patent names you as the only inventor. The Declaration and Assignment documents that Mr. Peterson sent you are for a second patent application, based on your original patent application. This second patent application includes disclosure to the patched data being packaged in .ZIP files and

PKSFX files that Mr. Basin has developed. The second application still credits you as the inventor of the patch generator. Mr. Basin is not named as an inventor of the patch generator, but is named only for his contribution of packaging the patched data in .ZIP files and PKSFX files.

Mr. Basin's additions are being patented separately in their own application. However, we are including the patch generator disclosure and crediting you for being the inventor of the patch generator. In the end, you will be named as an inventor on two patents, instead of one, which is a benefit to you.

We have correctly listed Mr. Basin on the second patent application as an inventor only for his contribution of packaging the patched data in .ZIP files and PKSFX files. Therefore, could you please sign and date the Declaration and Assignment documents and return them by fax to Mr. Peterson. Thank you for your assistance, and do not hesitate to contact me if you have any further questions.

Best regards,

Bill Baxter

>>> "Sergey Kryloff" <sergeyk@kryltech.com> 11/08/01 03:59AM >>>  
Dear Mr. Baxter,

Unfortunately, I cannot sign the Assignment document attached to this message because it is juristically incorrect, namely: Yuri Basin is NOT a co-author of the invention as I was not familiar with this gentleman by the time when I fully finished the invention of Software Patch Generator in September, 1997. I fully agree with the rest of the Assignment document, so the above reason is the only one which prevents me from signing this document.

If Mr. Basin was able to introduce some useful additions or improvements to my original Software Patch Generator on his own, then these additions or improvements are to be patented separately by Mr. Basin.

I am willing to keep on working with attorneys regarding the correct patenting the Software Patch Generator, to which I am the only inventor.

Yours faithfully,  
Sergey Kryloff

-----Original Message-----

From: Jim Peterson <Jim.Peterson@pkware.com>

To: Sergey Kryloff <SergeyK@kryltech.com>

Date: November 07, 2001 7:40

Subject: FW: Combined Declaration and Power of Attorney and Assignment

Sergey.

We've received notice recently that the patent has been awarded for the PatchMaker patent filed several years ago. We've recently filed a continuation application to this patent to include references to the patched data as being packaged in .ZIP files and PKSFX files to tie the patching

technology you originally defined to the container Yuri wrapped around it, which is the .ZIP file.

To complete this continuation application the attorneys have requested we must submit copies of the attached forms. Could you review these and FAX back signed copies to me at +1-414-354-8559. I believe these need to be submitted by 11/12/01. Let me know if I can answer any questions you may have.

Regards and thank-you for your assistance.

Jim

-----Original Message-----

From: William Baxter [mailto:Wbaxter@GKLAW.COM]

Sent: Monday, November 05, 2001 2:15 PM

To: Jim Peterson

Subject: Combined Declaration and Power of Attorney and Assignment

Jim:

Attached are the Combined Declaration and Assignment documents that need to be signed by the inventors. Thanks.

Bill

Bill Baxter

Godfrey & Kahn, S.C.

780 North Water Street

Milwaukee, WI 53202

Tel.: 414-273-3500

Fax: 414-273-5198

Email: wbaxter@gklaw.com

CC: "Jim Peterson" <Jim.Peterson@pkware.com>, <Tim.Kennedy@pkware.com>





## SOFTWARE TRANSFER AGREEMENT

This SOFTWARE TRANSFER AGREEMENT, hereinafter referred to as the Agreement, is made and entered into this 2 day of October, 1997, by and between PKWARE, Inc., a Wisconsin Corporation having offices at Brown Deer, Wisconsin, ("PKWARE"), and SERGEY KRYLOFF a Russian citizen, and KRYLOFF TECHNOLOGIES, a Russian corporation having offices at St. Petersburg, Russia (collectively referred to as "KRYLOFF").

WHEREAS, KRYLOFF is the originator and owner of a certain unregistered copyright in a computer program generally described as a patch program having the ability to create files containing changes within other files to update versions of software and repair anomalies without installing entirely new versions, and referred to specifically as Patchmaker ("Patchmaker");

WHEREAS, PKWARE desires to acquire Patchmaker from KRYLOFF in exchange for valuable consideration; and

WHEREAS, KRYLOFF is interested in transferring Patchmaker to PKWARE in exchange for valuable consideration;

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions.

- a. Source Code. "Source Code" shall mean the human readable programming statements that are compilable or interpretable into a machine executable program.
- b. Object Code. "Object Code" shall mean the executable computer programs that are derived from Source Code, for controlling the operation of a programmable device or system.

2. Transfer of Ownership. KRYLOFF hereby transfers and assigns all right, title, and interest in Patchmaker, including any patent, trademark, copyright, or trade secret rights thereto, to PKWARE. Such assignment shall include the right to make any upgrades or future versions of Patchmaker, whether created by KRYLOFF, PKWARE, or otherwise. KRYLOFF agrees to execute any documents reasonably necessary to effectuate this transfer, specifically including, but not limited to, the Copyright Assignment attached hereto as Exhibit A. KRYLOFF shall assign, transfer, and disclose the Source Code and the Object Code for Patchmaker, together with any documentation prepared by KRYLOFF in the course of its creation of Patchmaker, to PKWARE. Such assignment shall include the right to any upgrades, future versions, or derivative works of Patchmaker, whether created by KRYLOFF, PKWARE, or otherwise.

*Term to agree project?*

### 3. Delivery and Acceptance.

- a. Delivery. KRYLOFF, on the effective date of this Agreement, shall deliver to PKWARE (i) the current versions of Patchmaker in Object Code form, and (ii) a current, fully commented version of the Source Code for Patchmaker, together with developers' notes and associated materials necessary for a programmer having appropriate skill and experience in the industry to understand such source code ("the Software Master").
- b. Acceptance. PKWARE shall have five (5) business days after receipt of the Software Master to evaluate the Software Master for completeness and acceptability and to notify KRYLOFF accordingly, in either event. In the event PKWARE does not accept the Software Master, then PKWARE shall have the option to terminate this Agreement. If PKWARE so terminates this Agreement, PKWARE shall return the Software Master to KRYLOFF, and shall maintain no copies.

### 4. KRYLOFF's Obligations.

- a. Consulting Services. During the term of this Agreement, KRYLOFF shall provide consulting services to PKWARE as reasonably required, for a period of three (3) months after the date of execution of this agreement. Such consultation may include (by way of example and not limitation) telephone conversations, written documentation, facsimile transmissions, electronic mail and in-person visits.
- b. KRYLOFF agrees that, for a period of two (2) years after the effective date of this Agreement, KRYLOFF shall not, either directly or indirectly, induce or attempt to induce any employee of PKWARE to terminate his/her employment relationship with PKWARE, hire or otherwise employ or enter into any business relationship with any individual employed by PKWARE, or induce or attempt to induce any employee of Employer to breach any agreement with PKWARE. 2 years

### 5. PKWARE's Obligations.

- a. Payments. PKWARE shall pay to KRYLOFF a total of Five Thousand Dollars (\$5,000) per month, for a total of three months from the effective date of this Agreement. 1/5/02
- b. Marketing Efforts. PKWARE shall be responsible for the marketing of Patchmaker, including without limitation (i) the development and implementation of a marketing plan, and (ii) the identification of and agreement with OEMs for Patchmaker.

6. Proprietary Rights.

- a. KRYLOFF acknowledges that any and all copyright, patent, trade secret, and all other rights in and to Patchmaker, now and in the future, are and shall be vested solely in PKWARE.
- b. KRYLOFF agrees that, upon completion of Patchmaker, KRYLOFF shall not have the right to sell, reproduce, prepare derivative works from, distribute, or license, in whole or in part, Patchmaker. KRYLOFF shall have the limited right to use Patchmaker solely internally, and solely for the purpose of preparing and distributing patches as reasonably necessary for other products offered by KRYLOFF, such as that product currently designated SSSPYDER.
- c. PKWARE shall ensure that a notice substantially as follows, or as otherwise agreed upon, appears on Patchmaker: "PKWare gratefully acknowledges the contributions to Patchmaker and PKWare made by Sergey Kryloff and/or Kryloff Technologies."

7. Warranty and Indemnification.

- a. KRYLOFF warrants to PKWARE that KRYLOFF has no existing obligations to others with respect to the development of Patchmaker which are inconsistent with the terms of this Agreement. KRYLOFF further warrants that all of the code KRYLOFF supplies to PKWARE under this Agreement is KRYLOFF's original work, or that KRYLOFF owns all rights to the code including the right to transfer it.
- b. To the knowledge of KRYLOFF, the exploitation of Patchmaker has to date not infringed, breached or constituted a misappropriation of the intellectual property rights, or other proprietary or contractual rights, of anyone; and KRYLOFF has not received a claim or demand related to the infringement, breach or misappropriation of any such rights.
- c. KRYLOFF has no knowledge that Patchmaker infringes or otherwise makes use of any copyright, trademark, trade secret or other proprietary right of any other party.
- d. KRYLOFF has never been sued or received notices that Patchmaker infringes the copyright, trademark, trade secret or other proprietary right of any party.
- e. KRYLOFF warrants that for a period of Sixty (60) days after general release of Patchmaker by PKWARE, whether on a standalone basis or bundled or embedded with other software, Patchmaker will perform substantially as expected by PKWARE. The sole remedy for this warranty will be KRYLOFF's best efforts to correct any defect as expeditiously as possible.

8. Confidentiality.

- a. Disclosure Between Parties. The parties acknowledge that, as an incident to this Agreement, there may be disclosure of certain Trade Secrets and Confidential Information. There shall be reciprocal obligations regarding the disclosure of Confidential and Trade Secret Information.
- b. Trade Secret Information. For purposes of this Agreement the term "Trade Secret" or "Trade Secret Information" shall have that meaning set forth in the statutory law of the State of Wisconsin (currently Section 134.90(1)(c), Wis. Stats.) which currently is:
- [I]nformation, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:
1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
  2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.
- c. Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall mean all non-Trade Secret Information possessed by either party about that party and its business activities, which: (i) is not generally known and is used or is useful in the conduct of the business of the party, (ii) confers or tends to confer a competitive advantage over one who does not possess the information, or (iii) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use.
- d. Types of Information Encompassed. Confidential and Trade Secret Information include: (i) information about existing, new or envisioned products, product features, and/or services and their development and performance; (ii) scientific, engineering or technical information relating to the products and/or services of the parties; (iii) computer software and firmware; (iv) business or financial information relating to manufacturing, purchasing, inventories, data processing, personnel, marketing, sales, customers, pricing, costs and quotations; including, without limitation: (A) information concerning materials used in the manufacture of any product, including, without limitation, the grade and source(s) of and the price(s) paid for any such material; (B) information concerning the names, addresses and preferences of the customers and prospective customers of PKWARE, the volume of orders of its customers and other information concerning the transactions of PKWARE with its customers or proposed customers; (C) information concerning the marketing programs of PKWARE; (D) information concerning the salaries or wages paid to, the work records of and other personnel information relating to employees of the parties; (v) information determined by the parties to be

confidential and proprietary and which is identified as such prior to or at the time of its disclosure to the other party; and (vi) information received by a party from others which the party has an obligation to treat as confidential.

- e. Exclusions. Notwithstanding the foregoing, the terms "Trade Secret Information," "Trade Secrets" and "Confidential Information" shall not include, and the obligations of non-disclosure set forth in this Agreement shall not apply to, any information which: (i) can be demonstrated by a party to have been known by it prior to entering into this Agreement; (ii) is or becomes generally available to the public through no fault of the party; (iii) is obtained by a party in good faith from a third party who discloses such information to the party on a non-confidential basis without violating any obligation of confidentiality or secrecy relating to the information disclosed; (iv) is independently developed by the party without access to Confidential Information; or (v) could not reasonably be anticipated to be useful to a competitor of the party, or someone seeking to be a competitor of the party, as the case may be.
- f. Nondisclosure Obligation. The parties mutually agree that they shall: (i) treat all Confidential and Trade Secret Information of the other party as secret and confidential; (ii) not use any Confidential Information or Trade Secret Information of the other party other than in furtherance of this Agreement; (iii) not, without the consent of the party owning any Confidential Information or Trade Secret Information, disclose such information to anyone other than employees under confidentiality obligation. The parties further agree that, upon the termination of this agreement, they shall deliver to the other party any and all materials of any kind under their possession or control and all copies thereof that contain the other party's Confidential or Trade Secret Information.
- g. Duration of Confidentiality Obligations. Trade Secret Information shall be maintained in confidence permanently unless otherwise disclosed or obtained by means of one of the exceptions set forth in Section 8(e). Confidential Information shall be maintained in confidence during the term of this agreement and for a period of 24 months thereafter unless otherwise disclosed or obtained by means of one of the exceptions in Section 8(c).

9. Miscellaneous.

- a. Waiver. The waiver of either party of any right hereunder or failure to perform or breach by the other party shall not be deemed as a waiver of any other right hereunder or of any other breach or failure by said other party whether of a similar nature or otherwise.
- b. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any prior agreements and

understandings, whether oral or written, with respect to the specific subject matter of this Agreement.

- c. Governing Law. This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Wisconsin. The parties further agree that any litigation conducted regarding this agreement shall be commenced in the state or federal courts located in Milwaukee County, Wisconsin, and the parties hereby expressly consent to the venue and jurisdiction of such courts.
- d. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.
- e. Notice. Any notice required to be given pursuant to the provisions of this Agreement shall be in writing and by certified mail and mailed to the parties at the following addresses:

PKWARE  
PKWare, Inc.  
9025 North Deerwood Drive  
Brown Deer, WI 53223

KRYLOFF  
KRYLOFF Technologies  
10-2 Uchebny Pereulok St. #84  
St. Petersburg 194354  
Russia

- f. Relationship of the Parties. Each Party to this Agreement is an independent contractor and assumes full responsibility for the payment of all compensation, Social Security, unemployment and other taxes and charges for all persons engaged by it in the performance of the work hereunder. Each Party is not and shall not represent itself as authorized to enter into any contract or other obligation on behalf of the other. Each Party shall avoid any conflicts of interest while performing the work for the other Party or incurring any other obligation which is inconsistent with the Party's obligation to the other Party under this Agreement.
- g. Assignment. This Agreement is made in reliance by each Party upon reputation, skill and expertise of the other Party and may not be assigned by any Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. The Agreement is not intended and shall not be construed to create any rights in or be enforceable in whole or in part by any persons other than the named Parties hereto. No part of the work may be subcontracted by any Party to any third person or entity without prior written consent of the other Party. In any event, the Party subcontracting the work shall remain responsible for the performance of the subcontractor(s) and for the observance of any subcontractor(s) of their obligation of confidentiality to the Party for whom the work is being done.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date first indicated above

PKWARE, INC.

By



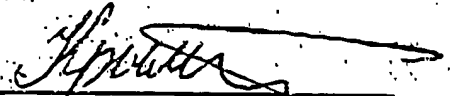
Typed Name: Robert L. Corman

Typed Title: Marketing Manager

MW2-102228-1

KRYLOFF TECHNOLOGIES, INC.

By



Sergey Kryloff, President

EXHIBIT A**COPYRIGHT ASSIGNMENT**

WHEREAS, SERGEY KRYLOFF a Russian citizen, and KRYLOFF TECHNOLOGIES, a Russian corporation having offices at St. Petersburg, Russia (collectively referred to as "ASSIGNOR"), is the originator and owner of a certain unregistered copyright in a computer program generally referred to as Patchmaker ("Patchmaker");

AND WHEREAS PKWARE, Inc., a Wisconsin Corporation having offices at Brown Deer, Wisconsin, ("ASSIGNEE") is desirous of acquiring the entire interest in, to and under Patchmaker.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to Patchmaker in the United States and its territorial possessions and in all foreign countries for the full term or terms for which the same may be granted.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said copyright and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said copyright and equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, ASSIGNOR has hereunto set hand and seal.

SERGEY KRYLOFF

October 2, 1997

KRYLOFF TECHNOLOGIES, INC.

October 2, 1997

Sergey Kryloff, President